

A. G. Contract No. KR890306TRD
ECS File: IGA-89-21
Project: 60PN194 H2273 01C
Section: Ironwood Dr -US60

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
CITY OF APACHE JUNCTION

THIS AGREEMENT is entered into 16 November, 1989, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF APACHE JUNCTION, acting by and through its City Council (the "City").

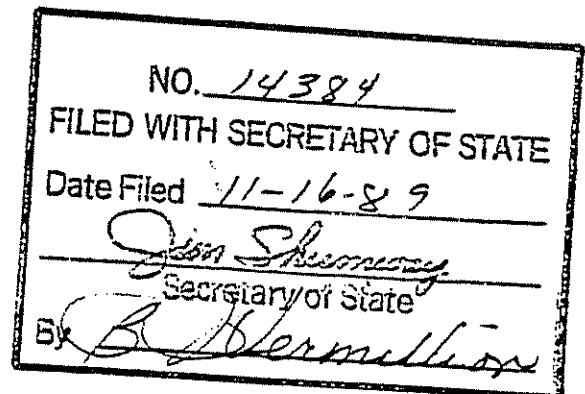
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. WHEREAS, State and City desire to improve the intersection of Ironwood Drive and US 60 (Apache Boulevard) for the benefit of the traveling public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:



II. SCOPE OF WORK:

1. State will:

a. Review and approve plans relative to work proposed within State right-of-way for the US 60 and Ironwood Drive intersection improvement.

b. Design the traffic signal modifications and provide traffic signal plans, specifications and estimates for the project.

c. Call for bids, award and fund one or more construction contracts.

d. Within 30 days of receipt of statements submitted by the City, make actual cost progress payments to City for construction staking, testing, engineering and inspection, for that portion of the project within the State's right-of-way, estimated at \$68,000.

e. Be responsible for any contractor claims for extra compensation due to delays or whatever reason, attributable to the State.

2. City will:

a. Share 50% of the costs for construction and construction inspection for the new traffic signal at US 60 and Ironwood Drive.

b. Acquire all additional right-of-way required for the improvements at no cost to State.

c. Provide construction staking, testing, engineering and inspection in accordance with item II-1.d. above.

d. Provide plans and specifications in accordance with State standards and suitable for bidding and construction of the intersection improvements.

e. Upon review and approval by the State, of the consultant's design cost billings on the portion of the project within the State's right-of-way, submit statements to State for reimbursement.

f. Be responsible for any contractor claims for extra compensation due to delays or whatever reason, attributable to City.

g. Maintenance of the traffic signal will be in accordance with the Intergovernmental Agreement for maintenance between the City and the State; A.G. contract number 80-177 dated 26 March 1980.

h. Maintain intersection improvements.

i. Provide electrical energy for the operation of the signal at the intersection of US 60 and Ironwood Drive.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said improvements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of the construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

City of Apache Junction
Director of Public Works
1001 N. Idaho Road
Apache Junction, AZ 85219

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF APACHE JUNCTION

STATE OF ARIZONA

Department of Transportation

By

Kathleen Connelly
Title *Acting City Mgr./*
City Clerk

By

Gary K. Robinson
GARY K. ROBINSON
Chief Deputy State Engineer

1596j
11AUG



City of Apache Junction

C E R T I F I C A T E

I certify that I am the duly appointed, qualified, and acting City Clerk of the City of Apache Junction; that as such, I have in my possession all of the original motions passed and adopted by the City of Apache Junction, Arizona; that the attached is a true and correct copy of the motion which was presented to the City Council, and adopted by the City Council, on the 17th day of October, 1989, as it appears in my records.

October 30, 1989
Date

Kathleen Connelly
Kathleen Connelly
City Clerk


lvz

CF: Department of Public Works

RESOLUTION

BE IT RESOLVED on this 17th day of February 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Apache Junction for the purpose of improvements to the intersection of Ironwood Drive and US 60.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.

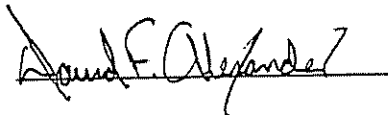

CHARLES L. MILLER, Director
Arizona Department of
Transportation

1204j

APPROVAL OF THE CITY ATTORNEY

I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF APACHE JUNCTION and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 24th day of October, 1989.


City Attorney

October 30, 1989

The City Council of the City of Apache Junction, Arizona, at their regular meeting of October 17, 1989, unanimously passed the following motion:

I MOVE THAT THE INTERGOVERNMENTAL AGREEMENT NO. IGA 89-21 BETWEEN THE STATE OF ARIZONA AND THE CITY OF APACHE JUNCTION BE APPROVED;

AND THAT AUTHORIZATION BE GIVEN TO THE ACTING CITY MANAGER TO ENTER INTO A CONTRACT WITH DONOHUE & ASSOCIATES, INC. ENGINEERS, TO PROVIDE SERVICES AS OUTLINED IN THE PROPOSAL DATED SEPTEMBER 12, 1989, AND THAT THE TIME FRAME BE CHANGED FROM 180 TO 120 DAYS.



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert R. Corbin

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KR 89-0306-TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 9th day of November, 1989.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division